the grant would be rendered practically worthless. *Estep* v. *Hammons,* 104 Ky. 144, 46 S. W. 715; *Pleas* v. *Thomas,* 75 Miss. 495, 22 South. 820; *Woolridge* v. *Coughlin,* 46 W. Va. 345, 33 S. E. 233; *Kruegel* v. *Nitschman,* 15 Tex. Civ. App. 641, 40 S. W. 68. But in such case it is essential that the alleged dominant and servient tenements should have belonged to the same person at sometime in the past. *Bullard* v. *Harrison,* 4 M. & S. 387; *Ellis* v. *Blue Mountain Forest Ass'n,* 69 N. H. 385, 41 Atl. 856; *Tracy* v. *Atherton,* 35 Vt. 52, 82 Am. Dec. 621. And upon the former principle, where a person sells all of his property, except a certain tract entirely surrounded by the lands granted, a way by necessity is impliedly reserved over such lands. *Meredith* v. *Frank,* 56 Ohio St. 479, 47 N. E. 656. Whether or not a sufficient necessity exists to warrant the creation of a way by implication is determined by the necessity existing at the time of the original grant. *Batchelder* v. *National Bank,* 66 N. H. 386, 22 Atl. 592; *Corporation of London* v. *Riggs,* L. R. 13 Ch. Div. 798, 807. And although the way has once been created, yet when the necessity therefor ceases, the way also ceases. *Holmes* v. *Goring,* 2 Bing. 76; *Viall* v. *Carpenter,* 80 Mass. 126; *Pierce* v. *Selleck,* 18 Conn. 321. See WASHBURN, EASEMENTS, 3rd Ed., 235. It has been held that, where the extent of a right of way is defined by the grant, it can not be enlarged by implication. *Batchelder* v. *National Bank, supra.*

But it seems that mere inconvenience alone is not sufficient for the creation of a way by necessity. *Gaines* v. *Lunsford,* 120 Ga. 370, 47 S. E. 967, 102 Am. St. Rep. 109; *Doten* v. *Bartlett,* 107 Me. 351, 78 Atl. 456, 32 L. R. A. (N. S.) 1075; *Dee* v. *King,* 73 Vt. 375, 50 Atl. 1109. And therefore, when a way already exists, though less convenient than the one claimed, no right of way by necessity will arise. *Bailey* v. *Gray,* 53 S. C. 503, 31 S. E. 354; *Smith* v. *Griffin,* 14 Colo. 429, 23 Pac. 905; *Vossen* v. *Dantel,* 116 Mo. 379, 22 S. W. 734. See, also, *Corea* v. *Higuera,* 153 Cal. 451, 95 Pac. 882, 17 L. R. A. (N. S.) 1019, and note. MINOR, REAL PROPERTY, § 103. In such cases, the bill must allege that there is no other means of access except over the way claimed, or it will be demurrable. *McIlquam* v. *Wilkinson Live Stock Co.,* 18 Wyo. 53, 104 Pac. 20; *Charleston, etc.. R. Co.* v. *Fleming,* 119 Ga. 995, 47 S. E. 541; *Anderson* v. *Buchanan,* 8 Ind. 132. But, by the better view, the other mode of access must be reasonably practicable, and not involve disproportionate expense in making it available. *Pettingill* v. *Porter,* 90 Mass. 1, 85 Am. Dec. 671; *Galloway* v. *Bonesteel,* 65 Wis. 79, 26 N. W. 262; *School* v. *Jeffrey's Neck Pasture,* 174 Mass. 572, 55 N. E. 462.

Further, the use of a right of way by necessity, when once established, not will not ripen into an easement by prescription; since the use of the way is not adverse, but is necessarily with the acquiescence of the servient tenant, for the law will not permit him to object. *Ann Arbor Fruit Co.* v. *Ann Arbor R. Co.,* 136 Mich. 599, 99 N. W. 869, 66 L. R. A. 431. See, also, *Rater* v. *Shuttlefield,* 146 Ia. 512, 125 N. W. 235, 44 L. R. A. (N. S.) 101, and note; *Sassman* v. *Collins,* 53 Tex. Civ. App. 71, 115 S. W. 337.

EVIDENCE—ADMISSIBILITY—ADMISSIBILITY OF A WITHDRAWN PLEA OF GUILTY. —A plea of guilty was interposed in a criminal prosecution but later by permission of the court it was withdrawn and a plea of not guilty

substituted. *Held,* the withdrawn plea was admissible in evidence, as showing conduct on the part of the defendant inconsistent with his claim of innocence before the jury. *State* v. *Carta* (Conn.), 96 Atl. 411. See NOTES, p. 622.

INFANT'S CONTRACT — RATIFICATION — WHAT CONSTITUTES.—Defendant, while an infant, contracted with the plaintiff for the purchase of a set of books to be paid for in monthly installments. After a single payment, the defendant, who had reached his majority, refused to make further advances; and held the books merely under an offer to return. *Held,* such action does not constitute a ratification of the contract. *Grolier Soc. of London* v. *Forshay,* 157 N. Y. Supp. 776.

Any act of an adult showing unequivocally a renunciation of, or a disposition not to abide by, a contract made during his minority, is sufficient to avoid it. *Grisson* v. *Beidleman, et al.,* 35 Okl. 343, 129 Pac. 853, 44 L. R. A. (N. S.) 411. But in order to effect a ratification, the acts, words or conduct, by which it is to be established, must be inconsistent with any other purpose. *Hobbs* v. *Hinton Foundry Co.,* 74 W. Va. 443, 82 S. E. 267. Primarily, ratification by an adult of a contract made during infancy is a question of intention. *Coe* v. *Moon,* 260 Ill. 76, 102 N. E. 1074. And the burden of proving it rests upon the party claiming under the contract. *International Text Book Co.* v. *Connelly,* 206 N. Y. 188, 99 N. E. 722, 42 L. R. A. (N. S.) 1115; *Healey* v. *Kellog* (App. T.), 145 N. Y. Supp. 943.

Retention of the consideration for a reasonable time after becoming of age is no ratification. *Benham* v. *Bishop,* 9 Conn. 330. *A fortiori,* an express disaffirmance followed by mere retention of possession, without benefit therefrom, cannot be construed as such. *House* v. *Alexander,* 105 Ind. 109, 4 N. E. 891, 55 Am. Rep. 189; *Scott* v. *Scott,* 29 S. C. 414, 7 S. E. 811. Again, the mere acknowledgment of the debt is no ratification, but the terms of the alleged ratification need not be such, as to impart a direct promise to pay. See *Whitney* v. *Dutch,* 14 Mass. 457, 7 Am. Dec. 229. Further, silence or acquiescence for a reasonable time after becoming of age, without more, does not, as a rule, amount to a ratification. *Thormaehlen* v. *Kaeppel,* 86 Wis. 378, 56 N. W. 1089. It is otherwise, however, when circumstances impose upon the minor the duty of speaking. *Bigelow* v. *Kinney,* 3 Vt. 353, 21 Am. Dec. 589.

INSURANCE—IRON SAFE CLAUSE—DIVISIBILITY.—The plaintiff insured a building and certain implements therein by a single policy, each being valued separately. The policy was issued for a gross premium; and by a provision, known as the "iron safe clause," the plaintiff was required to keep books of all purchases and sales of the said implements, and to keep such books in an iron safe. Plaintiff failed to comply with this provision. *Held,* the policy is severable and the plaintiff can recover for the building. *Ennis* v. *Retail Merchants' Ass'n Mut. Fire Ins. Co.* (N. D.), 156 N. W. 234.

The courts are in hopeless conflict upon the question whether a policy issued upon different classes of property, separately valued for a gross premium, is divisible. By what seems to be the better rule and